

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 70	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER S-RB100-14-Q-0013	
6. SOLICITATION ISSUE DATE March 26, 2014		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Zoran Djordjevic		b. TELEPHONE NUMBER(No collect calls) +381-11/706-4166	
8. OFFER DUE DATE/ LOCAL TIME 12:00 noon on April 28, 2014		9. ISSUED BY		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR:	
U.S. Embassy GSO Bul. Kneza A. Karadjordjevica 92 11040 Belgrade Serbia				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS			
				<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO U.S. Embassy GSO/Contracting Officer Bul. Kneza A. Karadjordjevica 92 11040 Belgrade, Serbia				16. ADMINISTERED BY U.S. Embassy B&F Bul. Kneza A. Karadjordjevica 92 11040 Belgrade, Serbia			
17a. CONTRACTOR/ OFFERER		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Embassy B&F Bul. Kneza A. Karadjordjevica 92 11040 Belgrade, Serbia	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Elevator maintenance services, Base Year			1	Year	RSD	RSD
2	Elevator maintenance services, 1 st Option Year			1	Year		
3	Elevator maintenance services, 2 nd Option Year			1	Year		
4	Elevator maintenance services, 3 rd Option Year			1	Year		
5	Elevator maintenance services, 4 th Option Year <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			1	Year		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS

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SECTION 1 - THE SCHEDULE

CONTINUATION/ADDENDUM TO SF-1449
RFQ NUMBER S-RB100-14-Q-0013
PRICES, BLOCK 23

1.0 DESCRIPTION

The American Embassy in Belgrade requires services to maintain building elevators in safe, reliable and efficient operating condition. The contract is for routine, scheduled maintenance and for unscheduled repair services. These rates include all costs associated with providing elevator maintenance services in accordance with manufacturer's warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead and profit. The contract will be for a one-year period, with four one-year optional periods of performance.

1.1 TYPE OF CONTRACT

This is a fixed price type contract for scheduled maintenance services as defined in the Continuation/Addendum to SF-1449, Schedule of Supplies/Services, Block 20 Description/Specification/Work Statement, with indefinite delivery/indefinite quantity for unscheduled and emergency maintenance services. The fixed price will include all work, including furnishing all labor, materials, equipment and services, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit, unless otherwise specified.

2.0 PRICING

2.1 Scheduled Maintenance Services

2.1.1 In consideration of satisfactory performance of all the scheduled services required under this contract, the contractor shall be paid a fixed-price per month for Scheduled Maintenance Services. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the maintenance plan is. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rate.

2.1.2 Premium pay for services required to be provided on holidays is included only in the fixed prices for Scheduled Maintenance Services.

2.2 Unscheduled Maintenance Services

2.2.1 The fixed hourly rates per labor category shall be used to establish firm fixed-price Task Orders. Each Task Order shall be issued in advance and priced by multiplying the hourly rates by the number of hours required.

2.2.2 The contractor shall also be reimbursed for costs for any materials/equipment ordered under the Task Order issued by the Government in conjunction with the Unscheduled Services, as further described in 4.0. No profit shall be added to this material/equipment. All costs of materials/equipment shall be itemized on the invoice, such as purchase price of material/equipment, cost of transportation and cost of handing. If VAT charges are paid then they must be itemized in each Task Order.

2.3 Emergency Maintenance Services

2.3.1 Emergency services shall be issued and priced at the same rates as unscheduled services, however, work that is required beyond normal working hours or days (see Continuation/Addendum To SF-1449, 2.0, Hours of Performance) or 40 hours per week or 8 hours per day and meet the definition of emergency services as defined in 2.2.2 may use overtime rates as mandated by local law.

2.3.2 The contractor shall also be reimbursed for costs for any materials/equipment ordered under the Task Order issued by the Government in conjunction with the Emergency Services. No profit shall be added to this material/equipment. All costs of materials/equipment shall be itemized on the invoice, such as purchase price of material/equipment, cost of transportation and cost of handling. If VAT charges are paid then they must be itemized in each Task Order.

2.4 Ordering

2.4.1 Task Orders will be issued for unscheduled work or urgently needed services. Individual Task Orders will be issued using the fixed hourly rates identified below. The fixed hourly rates shall include wages, overhead, general and administrative expenses, and profit. Hours and labor categories for these Task Orders shall be negotiated into a firm-fixed-priced Task Order. The Contractor shall submit a Cost Proposal (see Attachment 4) specifying the actual amount of work to be performed, an estimate of the professional/technical effort required. The work and time of such performance, and the location of the property(ies) shall be authorized by Task Orders issued by the Contracting Officer. Oral orders may be necessary for emergency services however they shall be issued in writing within three business days of the oral instructions (see Attachment 5 for sample of an Unscheduled Task Order).. Task Orders may be issued from the date of contract award until the end of the "Period of Performance" applicable to this contract.

2.4.2 The contractor will be asked to submit a cost proposal (sample shown in Attachment 4) when given a draft scope of work for an unscheduled task.

2.4.3 Contracting Officer will negotiate and develop firm-fixed-priced Task Orders for each unscheduled or emergency task that needs to be performed.

2.4.4 All Task Orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any order.

2.5. Base Year

2.5.1 Fixed-price Scheduled Maintenance Services

#	Description	Monthly Price	Annual Total RSD (Monthly Price x 12)
1	Scheduled Maintenance Services for 2 (two) OTIS GEN2 PREMIER elevators at Bul. Kneza A. Karadjordjevica 92		
2	Scheduled Maintenance Services for 1 (one) OTIS elevator at Sarajevska Street		
3	Scheduled Maintenance Services for 1 (one) STIGLER elevator at Uzicka 44		
4	Scheduled Maintenance Services for 1 (one) TRUST LIFT outside wheelchair elevator at Uzicka 44		
5	Scheduled Maintenance Services for 1 (one) KLEEMANN elevator at Josifa Marinkovica 1/3		
6	TOTAL SCHEDULED MAINTENANCE SERVICES		

2.5.2 Unscheduled Maintenance Services - fixed unit prices for unscheduled maintenance service as defined in 2.2

Labor Category	Estimated hours	Price/Hour	Total RSD
Maintenance Engineer (Electrical/Mechanical)	20		
Elevator technician	600		
Elevator technician - helper	60		
Electrician	60		
Electronics technician	30		
Materials/Equipment Not to Exceed			500,000
TOTAL UNSCHEDULED MAINTENANCE SERVICES			

2.5.3 Total Base Year

Total Base Year (2.5.1 + 2.5.2)	
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2.6. First Option Year

2.6.1 Fixed-price Scheduled Maintenance Services

#	Description	Monthly Price	Annual Total RSD (Monthly Price x 12)
1	Scheduled Maintenance Services for 2 (two) OTIS GEN2 PREMIER elevators at Bul. Kneza A. Karadjordjevica 92		
2	Scheduled Maintenance Services for 1 (one) OTIS elevator at Sarajevska Street		
3	Scheduled Maintenance Services for 1 (one) STIGLER elevator at Uzicka 44		
4	Scheduled Maintenance Services for 1 (one) TRUST LIFT outside wheelchair elevator at Uzicka 44		
5	Scheduled Maintenance Services for 1 (one) KLEEMANN elevator at Josifa Marinkovica 1/3		
6	TOTAL SCHEDULED MAINTENANCE SERVICES		

2.6.2 Unscheduled Maintenance Services - fixed unit prices for unscheduled maintenance service as defined in 2.2

Labor Category	Estimated hours	Price/Hour	Total RSD
Maintenance Engineer (Electrical/Mechanical)	20		
Elevator technician	600		
Elevator technician - helper	60		
Electrician	60		
Electronics technician	30		
Materials/Equipment Not to Exceed			500,000
TOTAL UNSCHEDULED MAINTENANCE SERVICES			

2.6.3. Total First Option Year

Total First Option Year (2.6.1 + 2.6.2)	
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2.7. Second Option Year

2.7.1. Fixed-price Scheduled Maintenance Services

#	Description	Monthly Price	Annual Total RSD (Monthly Price x 12)
1	Scheduled Maintenance Services for 2 (two) OTIS GEN2 PREMIER elevators at Bul. Kneza A. Karadjordjevica 92		
2	Scheduled Maintenance Services for 1 (one) OTIS elevator at Sarajevska Street		
3	Scheduled Maintenance Services for 1 (one) STIGLER elevator at Uzicka 44		
4	Scheduled Maintenance Services for 1 (one) TRUST LIFT outside wheelchair elevator at Uzicka 44		
5	Scheduled Maintenance Services for 1 (one) KLEEMANN elevator at Josifa Marinkovica 1/3		
6	TOTAL SCHEDULED MAINTENANCE SERVICES		

2.7.2. Unscheduled Maintenance Services - fixed unit prices for unscheduled maintenance service as defined in 2.2

Labor Category	Estimated hours	Price/Hour	Total RSD
Maintenance Engineer (Electrical/Mechanical)	20		
Elevator technician	600		
Elevator technician - helper	60		
Electrician	60		
Electronics technician	30		
Materials/Equipment Not to Exceed			600,000
TOTAL UNSCHEDULED MAINTENANCE SERVICES			

2.7.3 Total Second Option Year

Total Second Option Year (2.7.1 + 2.7.2)	
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2.8. Third Option Year

2.8.1 Fixed-price Scheduled Maintenance Services

#	Description	Monthly Price	Annual Total RSD (Monthly Price x 12)
1	Scheduled Maintenance Services for 2 (two) OTIS GEN2 PREMIER elevators at Bul. Kneza A. Karadjordjevica 92		
2	Scheduled Maintenance Services for 1 (one) OTIS elevator at Sarajevska Street		
3	Scheduled Maintenance Services for 1 (one) STIGLER elevator at Uzicka 44		
4	Scheduled Maintenance Services for 1 (one) TRUST LIFT outside wheelchair elevator at Uzicka 44		
5	Scheduled Maintenance Services for 1 (one) KLEEMANN elevator at Josifa Marinkovica 1/3		
6	TOTAL SCHEDULED MAINTENANCE SERVICES		

2.8.2 Unscheduled Maintenance Services - fixed unit prices for unscheduled maintenance service as defined in 2.2

Labor Category	Estimated hours	Price/Hour	Total RSD
Maintenance Engineer (Electrical/Mechanical)	20		
Elevator technician	600		
Elevator technician - helper	60		
Electrician	60		
Electronics technician	30		
Materials/Equipment Not to Exceed			600,000
TOTAL UNSCHEDULED MAINTENANCE SERVICES			

2.8.3 Total Third Option Year

Total Third Option Year (2.8.1 + 2.8.2)	
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2.9. Fourth Option Year

2.9.1 Fixed-price Scheduled Maintenance Services

#	Description	Monthly Price	Annual Total RSD (Monthly Price x 12)
1	Scheduled Maintenance Services for 2 (two) OTIS GEN2 PREMIER elevators at Bul. Kneza A. Karadjordjevica 92		
2	Scheduled Maintenance Services for 1 (one) OTIS elevator at Sarajevska Street		
3	Scheduled Maintenance Services for 1 (one) STIGLER elevator at Uzicka 44		
4	Scheduled Maintenance Services for 1 (one) TRUST LIFT outside wheelchair elevator at Uzicka 44		
5	Scheduled Maintenance Services for 1 (one) KLEEMANN elevator at Josifa Marinkovica 1/3		
6	TOTAL SCHEDULED MAINTENANCE SERVICES		

2.9.2 Unscheduled Maintenance Services - fixed unit prices for unscheduled maintenance service as defined in 2.2

Labor Category	Estimated hours	Price/Hour	Total RSD
Maintenance Engineer (Electrical/Mechanical)	20		
Elevator technician	600		
Elevator technician - helper	60		
Electrician	60		
Electronics technician	30		
Materials/Equipment Not to Exceed			600,000
TOTAL UNSCHEDULED MAINTENANCE SERVICES			

2.9.3. Total Fourth Option Year

Total Fourth Option Year (2.9.1 + 2.9.2)	
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2.9.4 Contract Total

Total Base Year	
Total Option Year 1	
Total Option Year 2	
Total Option Year 3	
Total Option Year 4	
CONTRACT GRAND TOTAL	

2.9.5 VALUE ADDED TAX

Value Added Tax (VAT) is not applicable to this contract and shall not be included in the contract line item rates because the U.S. Embassy has a tax exemption certificate from the host government. VAT shall be shown on invoices for purposes of preparing the VAT exemption form "SNPDV". The contractor shall include the following statement on invoices submitted for payment "*Oslobodjeno placanja PDV-a po clanu 24. st.1.16 pod tacka 1. Zakona o PDV-u*" (Exempt from VAT under article 24, paragraph 1.16, item 1 on the Law on VAT).

2.9.6 PAYMENT CURRENCY

All payment shall be made in local currency.

3.0 NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

CONTINUATION/ADDENDUM TO SF-1449
RFQ NUMBER S-RB100-14-Q-0013
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATION/WORK STATEMENT

1.0 SCOPE OF WORK

The U.S. Embassy in Belgrade requires the Contractor to maintain the elevators identified in Attachment 1 in safe, reliable and efficient operating condition. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, and as well as all necessary transportation, equipment, tools, repair parts, supplies and materials required to perform inspection, maintenance, repair, and component replacement as required to maintain the elevators in accordance with the manufacturer's specifications. Under this contract the Contractor shall provide:

- the services of a trained elevator mechanic on a monthly basis to check and repair equipment operation and perform scheduled and preventive maintenance;
- 24 hours/day, 7 days/week emergency response service;
- appropriate, same day, service in response to an elevator malfunction trouble call; and
- after-hours emergency minor adjustment callback service

2.0 HOURS OF PERFORMANCE

The Contractor shall schedule all routine maintenance and repair work during normal building hours which are defined as 8:00 to 17:00 Monday to Friday, excluding local and bank holidays, unless approved in advance by the Contracting Officer's Representative (COR).

3.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

3.1 General. The Contractor shall designate a representative who shall supervise the Contractor's elevator mechanics and be the Contractor's liaison with the U.S. Embassy/Consulate. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the elevators' hoistways, lobbies and machine rooms, either with or without security escorts, only with specific permission by either the Contracting Officer or the COR.

3.2 Personnel Security. The Government reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization. The Government shall issue identity cards to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property or while on duty at private residences serviced under this contract. These identity cards are the property of the Government. The Contractor shall return all identity cards when the contract is completed, when a Contractor's employee leaves this contract, or at the request of the Government.

3.3 Standards of Conduct

3.3.1 General. The Contractor shall maintain satisfactory standards of employee

competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

3.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

3.3.3 Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

3.3.4 The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

3.3.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

3.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

3.3.7 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, or other areas, for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where the Government determines that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

4.0 WORK REQUIREMENTS

4.1 General. The Contractor shall provide full service to meet routine maintenance requirements. The Contractor shall maintain elevators so that the elevators are in a safe and

efficient operating condition at all times. In the event of a break down, the Contractor shall make every effort to immediately return the elevator to an operating condition.

4.2 Summary of Services - Traction and Winding Drum Elevators

To maintain the designated "Traction" type elevators, (including geared, gearless, DC drive and AC drive machines), and "Winding Drum" type elevators in accordance with the manufacturer's specifications, the Contractor shall perform all of the following services:

- * examine, clean, lubricate, adjust, repair, and replace:
 - * elevator machines,
 - * motor generators,
 - * solid state drives,
 - * controllers,
 - * selectors,
 - * dispatcher & relay panels and parts thereof, including:
 - * hoisting motors,
 - * selector motors,
 - * worms & gears,
 - * bearings,
 - * rotating elements,
 - * brake magnet coils,
 - * brushes and commutators,
 - * brake shoes,
 - * brake linings & pins,
 - * windings & coils,
 - * contacts & relays,
 - * resistors & transformers,
 - * and solid state devices;
- * keep guide rails properly lubricated except where roller guides are used;
- * repair or replace guide shoe gibs or rollers;
- * replace inoperative position indicator and car/hall call lamps;
- * repair or replace control cables;
- * examine clean, lubricate, adjust, repair or replace the safety devices including interlocks, door closers, buffers, overspend governors, car & counterweight safeties, limit switches, landing & slowdown switches, door protective devices and alarm bells;
- * replace wire ropes and equalize the tension of the hoisting ropes;
- * examine, evaluate, and when needed, regroove or replace all sheaves and sheave assemblies, including drive sheaves, governor tension sheaves and compensating sheaves;
- * examine, lubricate, adjust, repair and replace car & corridor operating stations, car & corridor hangers & tracks, door operating devices, door gibs and car fans;
- * clean elevator machine rooms, hatch equipment, rails, inductors, relaying devices, switches, buffers, and car tops;

- * dismantle, clean, examine, replace worn parts, lubricate, reassemble, and adjust brake plunger assemblies;
- * refasten/resocket the hoisting ropes, using the babbitt socketing method procedure, on an annual basis for winding drum machines located over the hoistway or on a 2-year basis for machines located below or at the side of a hoistway.
- * provide "emergency service" assistance defined in 6.2 to correct major elevator problems occurring after normal working hours.

4.3 Summary of Services - Hydraulic Elevators

In order to maintain the designated hydraulic type elevators in accordance with the manufacturer's specifications, the Contractor shall perform all of the following services:

- examine, clean, lubricate, adjust, repair, and replace:
 - pumps,
 - valves,
 - motors,
 - controllers and parts thereof, including:
 - bearings,
 - windings & coils,
 - rotating elements,
 - contacts & relays,
 - resistors & contactors,
 - packing gaskets,
 - drive belts,
 - strainers,
 - mufflers
 - and above ground piping;
- keep guide rails properly lubricated except where roller guides are used;
- repair or replace guide shoe gibs or rollers;
- replace inoperative position indicator and car/hall call lamps;
- repair or replace control cables;
- top off hydraulic oil holding tank;
- examine clean, lubricate, adjust, repair or replace the safety devices including interlocks, door closers, buffers, limit switches, landing & slowdown switches, door protective devices and alarm bells;
- examine, lubricate, adjust, repair and replace car & corridor operating stations, car & corridor hangers & tracks, door operating devices, door gibs and car fans;

- clean elevator machine rooms, hatch equipment, rails, inductors, relaying devices, switches, buffers, and car tops;

5.0 SCHEDULED ROUTINE MAINTENANCE

5.1 General

5.1.1 The objective of scheduled routine maintenance is to eliminate or minimize elevator malfunction, breakdown and deterioration. Contract maintenance of the elevator must assure continuous, safe, and satisfactory operation of all elevators, their parts and components. The Contractor shall schedule routine maintenance to include all tasks herein described, in addition to routine lubrication and adjustments.

5.1.2. Elevator equipment shall include, but is not limited to: controllers, selectors, worm gears, thrust bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, contacts, coils, resistors for operating and motor circuits, magnet frames, cams, car door and hoistway door hangers, tracks and guides, door operating devices, interlocks and contacts, pushbuttons, pumps, pump motors, operating valves, electronic tubes, electronic programmable controllers, hall lanterns and indicators, hatch lighting, pit bulbs, bulb replacement and all other elevator signal accessories.

5.1.3 The Contractor shall inventory, supply, repair and replace all parts that have become unsafe due to wear and tear. The Contractor shall use genuine manufacturer's parts or approved or equal (to be approved by COR) for all replacements. The Contractor shall maintain an easily accessible supply of spare parts sufficient for normal maintenance and expedient emergency repairs.

5.2 Checklist Approval - The Contractor shall submit to the COR a schedule and description of the scheduled routine maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format similar to the one provided in Attachment 2. The Contracting Officer or COR must approve the proposed "Scheduled Routine Maintenance Task Checklist" prior to contract work commencement.

5.3 Minimum Requirements - The Contractor shall provide a trained mechanic to inspect and service every elevator a minimum of once a month, every month of the year. The elevator mechanic shall sign off on every item of the checklist. The elevator mechanic shall leave a copy of this signed checklist with the COR or the COR's designate following that week's routine maintenance visit. This weekly inspection and servicing shall include, but not be limited to, the following tasks:

- Ride all cars to detect and repair any improper operation of the car doors, hoistway doors, acceleration, leveling accuracy on the floor stops, and the action of the machine brake;
- Check and make necessary repairs to assure proper operation of retractable doors;
- Review elevator's performance with the COR, or the designated representative, to determine if any malfunctions have occurred in connection with the operation of the cars since the most recent previous scheduled routine maintenance visit;

- Investigate any malfunctions which have occurred, devoting special attention to any problem involving unsafe operations, and make repairs as necessary;
- Examine car stations and call buttons and replace any damaged switches, burned out lamps, bulbs and broken buttons, defective fixtures, switches, covers, and related hardware;
- Trouble shoot any failure to equipment, lighting and receptacle electrical circuits;
- Report findings to the COR or the COR's designee including identification of failed equipment and reason for failure;
- Leave signed and dated copy of the Maintenance Checklist and also leave signed and dated copies of any other monthly, quarterly or annual checklists if those were completed during the subject visit;
- Maintain emergency light units in operable condition.

6.0 TROUBLE CALL RESPONSE SERVICE

6.1 General. The Contractor shall provide "around-the-clock" service coverage for elevator trouble calls as described below *and which are not excluded by paragraph 8.0 below*.

6.2 Emergency Response Service - The Contractor shall provide, at no extra cost, a 24 hours/day, 7 days/week, 52 weeks/year coverage for emergency trouble calls. A trained mechanic shall be "on call" and shall be on site within a one-hour time period of the placement of an emergency trouble call by the Contracting Officer or COR. Emergency situations include people trapped in an elevator car, the suspicion/confirmation of a fire in or around elevator equipment, or an inoperative elevator with no suitable backup.

6.3 Non-Emergency Response Service - The Contractor shall provide, at no extra cost, a non-emergency response service. A trained elevator mechanic will be on site, within one working day, to trouble shoot and repair an elevator malfunction.

6.4 Callback Service - When an elevator which was previously worked on by the Contractor's mechanic, has a repeat malfunction within a 24-hour period, the Contractor shall be obligated to provide, at no extra cost, a return visit by a trained elevator mechanic to correct the problem, even if the problem is minor in nature. The elevator mechanic shall respond to this callback within a three-hour time period regardless of what time the Contracting Officer or COR made the callback complaint, including the "after hours" time periods.

7.0 PERSONNEL, TOOLS, REPAIR PARTS, MATERIALS AND SUPPLIES

The Contractor shall provide trained elevator mechanics with the appropriate tools and testing equipment for scheduled maintenance, unscheduled repairs, emergency repairs/assistance, safety inspection, and safety testing as required by this contract. The Contractor shall provide all of the necessary repair parts, materials and supplies to maintain, service, inspect and test the elevators as required by this contract.

8.0 EXCLUSIONS

The Contractor shall not assume responsibility for the following items of elevator equipment, which are not included in this contract:

- Car enclosures and related items including, but not limited to, fixed or removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, fluorescent tubes, dry cell batteries, handrails, mirrors, floor coverings, carpets and other architectural features and accessories;
- Buried caissons, cylinders and piping, and power supply feeder circuits to the machine room circuit breakers;
- Computer and microprocessor devices not exclusively dedicated to the elevator equipment such as terminal keyboards and display units;
- Communications equipment, such as telephones, intercoms, heat detectors, and smoke sensors, which were not installed by the Contractor or the original elevator installer;
- Major Repairs: Any individual unit or incident of repair with a total estimated cost (labor and direct material costs) exceeding \$3,000.00 which is not covered under routine maintenance, is not covered by this contract. The Government reserves the right to determine how these repairs are to be handled. Such repairs will normally be accomplished by separate purchase order or contract. This exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

9.0 INSURANCE REQUIREMENTS

9.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract

The Contractor's assumption of absolute liability is independent of any insurance policies.

9.2 Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

Comprehensive General Liability

1. Bodily Injury stated in US Dollars:

Per Occurrence	RSD 450,000
Cumulative	RSD 2,250,000

2. Property Damage stated in US Dollars:

Per Occurrence	RSD 900,000
Cumulative	RSD 2,250,000

Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease - Statutory, as required by host country law.

Employer's Liability - Statutory, as required by host country law.

9.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required by the laws of either the country in which the employees are working or the employee's native country, whichever offers greater benefits, following FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas".

10.0 PERMITS.

The Contractor shall maintain in full force and affect all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws.

11.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the contract shall be payable by the Contractor without Government reimbursement.

12.0 RESERVED

13.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

13.1 Plan. This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	Performance Work Statement Paragraph	Performance Threshold
<u>Services.</u> Performs all elevator services set forth in the performance work statement (PWS)	1 through 11	All required services are performed and no more than one (1) customer complaint is received per month

13.2 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

13.3 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

13.4. Procedures.

13.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

13.4.2 The COR will complete appropriate documentation to record the complaint.

13.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

13.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

13.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

13.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

13.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

13.4.8 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT 1
LIST OF ELEVATORS TO BE SERVICED

1. Chancery building, bul. Kneza Aleksandra Karadorđevića 92, Belgrade

Location:	NOB level 1, Elevators Lobby
Local Unit ID:	EL 1
Manufacturer:	OTIS
Model:	GEN2 PREMIER
System Type:	Electrical Tractation Elevator
Capacity:	1,600 kg
Class Loading:	Passenger Class A
Maximum Persons:	21
Contract Speed:	1.00 m/s
Roping:	2:1
Machine:	Gearless
Machine Location:	Top of Hoistway
Operational Control:	Duplex Selective Collective Microprocessor Based System
Motor Control:	AC, Variable Voltage Variable Frequency Microprocessor Based with Digital Closed-Loop Feedback
Power:	400 Volts, 3 Phase, 650Hz
Stops:	4 Front, 0 Rear
Openings:	4 Front, 0 Rear
Floors Served:	4 Front
Travel:	14m

2. Chancery building, bul. Kneza Aleksandra Karadorđevića 92, Belgrade

Location: NOB level 1, Elevators Lobby
Local Unit ID: EL 2
Manufacturer: OTIS
Model: GEN2 PREMIER
System Type: Electrical Tractation Elevator
Capacity: 1,600 kg
Class Loading: Passenger Class A
Maximum Persons: 21
Contract Speed: 1.00 m/s
Roping: 2:1
Machine: Gearless
Machine Location: Top of Hoistway
Operational Control: Duplex Selective Collective
Microprocessor Based System
Motor Control: AC, Variable Voltage
Variable Frequency
Microprocessor Based with
Digital Closed-Loop Feedback
Power: 400 Volts, 3 Phase, 650Hz
Stops: 4 Front, 0 Rear
Openings: 4 Front, 0 Rear
Floors Served: 4 Front
Travel: 14

3. Chief of Mission Residence, Užička 44, Belgrade

Manufacturer: STIGLER
Load: 130kg
Max number of persons: 1
Motor: STIGLER
Power: 1.45HP
Voltage: 220/380
Current: 6/ 3.5A
N=930rpm
Automatic control: Relay type

4. Vojvode Milenka (D-Block), Belgrade

Manufacturer: OTIS

Type: passenger

Power train: electric

Number of stops: 6/6

Speed: 1.0/0.25m/s

Load capacity: 1,000kg/13 persons

Command: Simplex

Type of elevator shaft: Automatic - central

Cabin type: Automatic - central

Type: NPA V 160

B 3 form, 3 pole, power 16HP, 220/380V 50Hz, with thermistor thermal protection for VVF regulation.

5. Chief of Mission Residence , Užička 44, Belgrade

Manufacturer: TRUST LIFT, Div of RAM

Elevator type: ADA

Manufacturing Ltd.

10203-184th Street

Edmonton, AB T5S 2J4

Serial #: TS 18789

Number of stations: 2

Rated Load: 550 LBS

Rated speed 8 Feet/ min

Operation: 2 stop constant pressure

Enclosure: Steel landing gates with electric/
mechanical interlocks

Drive system: Direct worm gear/ Acme screw drive

Power supply: 110V (from step down
transformer) , 1PH/50 Hz

6. Josifa Marinkovića 1/3, Belgrade (Vila Dolores)

Manufacturer: Kleemann

Elevator type: Hydraulic

Typ: T350

Serial Nr: 126892

Number of stations: 3

Rated Load: 800 Kg (3 persons)

Lift Control: BUCHER

Drive system: Hydraulic Pump

U=400V,

Inom=26A,

RPM = 2790

P= 11KW

F=50 Hz

Serial #: ID40H46

(End of Attachment 1)

ATTACHMENT 2

OBSERVE, CLEAN, ADJUST & TESTElevator: OTIS, EL1 Location: Chancery building, bul. Kneza Aleksandra Karadorđevića 92, Belgrade Inspected By: _____**MAINTENANCE OPERATIONS**

Year: _____ Month		Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
OBSERVE	Car Operation												
	Starter, Control & Relay Panels												
	VVF Drive Motor												
	Selector												
	Machine & Brake												
CLEAN, ADJUST & TEST	Relay Panel Supervisory System												
	Rectified Voltage Test in Volts	V	V	V	V	V	V	V	V	V	V	V	V
	Governor												
	Small Motors												
	Car Top, Type E Landing Switch & Door Operator												
	Hoist Cables & Fastenings - Traveling Cables												
	Traffic Sentinel												
	Pit-Compensator & Governor Sheave												
	Guide Shoes or Roller Guides												
	Hatch Doors & Interlocks												
	Safety Edge												
	Car Station												
	Slow Down & Hatch Limit Switches												

CLEAN AND LUBRICATE

Year: _____ Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
VVF Drive Motor												
Governor Shaft Bearing												
SD Selector Guide & SD-DM Gear Box												
Car Door Hanger Rails												
Secondary Sheave Bearings - Babbitt												
SN Selector Lead Screw & Cams-Grease Sparingly												
SD & DM Selector Chains, Carriage Guides & Cams												
Governor Pins, Bevel Gears & Tripping Lever												
Stepping Switch												
Brake Pins												
Hatch Doors - Terminal Floors												
Regulator & Small Motors												
Car Door Operator & Retiring Cam												
Guide Rail Lubricators												
Safety, Buffer, Comp.Guides & Gov.Tension Sheave												
Deflector, Secondary, 2:1, Compensating Sheave Bearings-Roller												
Hatch Doors -Intermediate Floors												
Door Operator Contact Cams												
Flexible Guide Shoes												
Hatch Limits & Slow Down Switch												
Brake Overhaul - Fill Out & Submit Report												
Blow Out Panels & Rotating Equipment												

Comments: _____ (continue on reverse side)

OBSERVE, CLEAN, ADJUST & TESTElevator: OTIS, EL2 Location: Chancery building, bul. Kneza Aleksandra Karađorđevića 92, Belgrade Inspected By: _____**MAINTENANCE OPERATION**

Year: _____ Month		Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
OBSERVE	Car Operation												
	Starter, Control & Relay Panels												
	VVF Drive Motor												
	Selector												
	Machine & Brake												
CLEAN, ADJUST & TEST	Relay Panel Supervisory System												
	Rectified Voltage Test in Volts	V	V	V	V	V	V	V	V	V	V	V	V
	Governor												
	Small Motors												
	Car Top, Type E Landing Switch & Door Operator												
	Hoist Cables & Fastenings - Traveling Cables												
	Traffic Sentinel												
	Pit-Compensator & Governor Sheave												
	Guide Shoes or Roller Guides												
	Hatch Doors & Interlocks												
	Safety Edge												
	Car Station												
	Slow Down & Hatch Limit Switches												

CLEAN AND LUBRICATE

Year: _____ Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
VVF Drive Motor												
Governor Shaft Bearing												
SD Selector Guide & SD-DM Gear Box												
Car Door Hanger Rails												
Secondary Sheave Bearings - Babbitt												
SN Selector Lead Screw & Cams-Grease Sparingly												
SD & DM Selector Chains, Carriage Guides & Cams												
Governor Pins, Bevel Gears & Tripping Lever												
Stepping Switch												
Brake Pins												
Hatch Doors - Terminal Floors												
Regulator & Small Motors												
Car Door Operator & Retiring Cam												
Guide Rail Lubricators												
Safety, Buffer, Comp.Guides & Gov.Tension Sheave												
Deflector, Secondary, 2:1, Compensating Sheave Bearings-Roller												
Hatch Doors -Intermediate Floors												
Door Operator Contact Cams												
Flexible Guide Shoes												
Hatch Limits & Slow Down Switch												
Brake Overhaul - Fill Out & Submit Report												
Blow Out Panels & Rotating Equipment												

Comments: _____ (continue on reverse side)

OBSERVE, CLEAN, ADJUST & TEST

Elevator: STIGLER Location: Chief of Mission Residence, Užička 44, Belgrade Inspected By: _____

MAINTENANCE OPERATIONS

Year: _____ Month		Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
OBSERVE	Car Operation												
	Starter, Control & Relay Panels												
	VVF Drive Motor												
	Selector												
	Machine & Brake												
CLEAN, ADJUST & TEST	Relay Panel Supervisory System												
	Rectified Voltage Test in Volts	V	V	V	V	V	V	V	V	V	V	V	V
	Governor												
	Small Motors												
	Car Top, Type E Landing Switch & Door Operator												
	Hoist Cables & Fastenings - Traveling Cables												
	Traffic Sentinel												
	Pit-Compensator & Governor Sheave												
	Guide Shoes or Roller Guides												
	Hatch Doors & Interlocks												
	Safety Edge												
	Car Station												
	Slow Down & Hatch Limit Switches												

CLEAN AND LUBRICATE

Year: _____ Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
VVF Drive Motor												
Governor Shaft Bearing												
SD Selector Guide & SD-DM Gear Box												
Car Door Hanger Rails												
Secondary Sheave Bearings - Babbitt												
SN Selector Lead Screw & Cams-Grease Sparingly												
SD & DM Selector Chains, Carriage Guides & Cams												
Governor Pins, Bevel Gears & Tripping Lever												
Stepping Switch												
Brake Pins												
Hatch Doors - Terminal Floors												
Regulator & Small Motors												
Car Door Operator & Retiring Cam												
Guide Rail Lubricators												
Safety, Buffer, Comp.Guides & Gov.Tension Sheave												
Deflector, Secondary, 2:1, Compensating Sheave Bearings-Roller												
Hatch Doors -Intermediate Floors												
Door Operator Contact Cams												
Flexible Guide Shoes												
Hatch Limits & Slow Down Switch												
Brake Overhaul - Fill Out & Submit Report												
Blow Out Panels & Rotating Equipment												

Comments: _____ (continue on reverse side)

OBSERVE, CLEAN, ADJUST & TESTElevator: OTIS Location: Vojvode Milenka (D-Block), Belgrade Inspected By: _____**MAINTENANCE OPERATIONS**

Year: _____ Month		Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
OBSERVE	Car Operation												
	Starter, Control & Relay Panels												
	VVF Drive Motor												
	Selector												
	Machine & Brake												
CLEAN, ADJUST & TEST	Relay Panel Supervisory System												
	Rectified Voltage Test in Volts	V	V	V	V	V	V	V	V	V	V	V	V
	Governor												
	Small Motors												
	Car Top, Type E Landing Switch & Door Operator												
	Hoist Cables & Fastenings - Traveling Cables												
	Traffic Sentinel												
	Pit-Compensator & Governor Sheave												
	Guide Shoes or Roller Guides												
	Hatch Doors & Interlocks												
	Safety Edge												
	Car Station												
	Slow Down & Hatch Limit Switches												

CLEAN AND LUBRICATE

Year: _____ Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
VVF Drive Motor												
Governor Shaft Bearing												
SD Selector Guide & SD-DM Gear Box												
Car Door Hanger Rails												
Secondary Sheave Bearings - Babbitt												
SN Selector Lead Screw & Cams-Grease Sparingly												
SD & DM Selector Chains, Carriage Guides & Cams												
Governor Pins, Bevel Gears & Tripping Lever												
Stepping Switch												
Brake Pins												
Hatch Doors - Terminal Floors												
Regulator & Small Motors												
Car Door Operator & Retiring Cam												
Guide Rail Lubricators												
Safety, Buffer, Comp.Guides & Gov.Tension Sheave												
Deflector, Secondary, 2:1, Compensating Sheave Bearings-Roller												
Hatch Doors -Intermediate Floors												
Door Operator Contact Cams												
Flexible Guide Shoes												
Hatch Limits & Slow Down Switch												
Brake Overhaul - Fill Out & Submit Report												
Blow Out Panels & Rotating Equipment												

Comments: _____ (continue on reverse side)

OBSERVE, CLEAN, ADJUST & TESTElevator: ADA Elevator Location: Chief of Mission Residence, Užička 44, Belgrade Inspected By: _____**MAINTENANCE OPERATION, CLEAN AND LUBRICATE**

Year: _____	Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
OBSERVE & ADJUST	Car Operation												
	Control boxes for water												
	Construction for rust												
	Wall brackets for damages												
	Plastic sliders for wear												
	Door contacts												
CLEAN & TEST	Door hinges												
	Guide rails and sliders												
	Worm Gear Assy.												

Comments: _____

(continue on reverse side)

OBSERVE, CLEAN, ADJUST & TESTElevator: KLEEMANN Location: GO Vila Dolores, Josipa Marinkovića 1/3, Belgrade Inspected By: _____**MAINTENANCE OPERATION, CLEAN AND LUBRICATE**

Year: _____	Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
OBSERVE	Car Operation												
	Starter, Control & Relay Panels												
	Hydraulic Pump												
	Selector												
	Machine & Brake: oil levels, oil pickups and belts												
CLEAN, ADJUST & TEST	Relay Panel Supervisory System												
	Rectified Voltage Test in Volts	V	V	V	V	V	V	V	V	V	V	V	V
	Hydraulic Pump Oil Change												
	Small Motors												
	Car Top, Type E Landing Switch & Door Operator												
	Traffic Sentinel												
	Pit-Compensator & Governor Sheave												
	Guide Shoes or Roller Guides												
	Hatch Doors & Interlocks												
	Safety Edge												
	Car Station												
	Slow Down & Hatch Limit Switches												

Comments: _____

CLEAN & LUBRICATE

Week #	2	2	2	3	3	3	3	3	3	3	3	3	3	3	4	4	4	4	4	4	4	4	4	4	5	5	5
	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	
MG Set & Machine Bearings - Babbitt																											
MG Set & Machine Bearings - Roller																											
Governor Shaft Bearing																											
SD Selector Guide & SD-DM Gear Box																											
Car Door Hanger Rails																											
Secondary Sheave Bearings - Babbitt																											
SN Selector Lead Screw & Cams-Grease Sparingly																											
SD & DM Selector Chains, Carriage Guides & Cams																											
Governor Pins, Bevel Gears & Tripping Lever																											
Stepping Switch																											
Brake Pins																											
Hatch Doors - Terminal Floors																											
Regulator & Small Motors																											
Car Door Operator & Retiring Cam																											
Guide Rail Lubricators																											
Safety, Buffer, Comp.Guides & Gov.Tension Sheave																											
Deflector, Secondary, 2:1, Compensating Sheave Bearings-Roller																											
Hatch Doors -Intermediate Floors																											
Door Operator Contact Cams																											
Flexible Guide Shoes																											

ATTACHMENT 3

GOVERNMENT FURNISHED PROPERTY

None.

ATTACHMENT 4

SAMPLE TASK ORDER

ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES		
IMPORTANT: Mark all packages and papers with contract and/or order numbers.								
1. DATE OF ORDER		2. CONTRACT NO. (If any)		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE				
5. ISSUING OFFICE (Address correspondence to)				b. STREET ADDRESS				
7. TO:				c. CITY		d. STATE	e. ZIP CODE	
				f. SHIP VIA				
a. NAME OF CONTRACTOR				8. TYPE OF ORDER				
b. COMPANY NAME				<input type="checkbox"/> b. PURCHASE <input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.				
c. STREET ADDRESS								
d. CITY		e. STATE		f. ZIP CODE		10. REQUISITIONING OFFICE		
9. ACCOUNTING AND APPROPRIATION DATA				11. BUSINESS CLASSIFICATION (Check appropriate box(es))				
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT				
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)				
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DISCOUNT TERMS				
a. INSPECTION		b. ACCEPTANCE						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)		
21. MAIL INVOICE TO:								
SEE BILLING INSTRUCTIONS ON REVERSE		a. NAME				<div style="border: 1px solid black; padding: 5px; width: 100px; float: right;">17(i) GRAND TOTAL</div>		
		b. STREET ADDRESS (or P.O. Box)						
		c. CITY		d. STATE	e. ZIP CODE			
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed)				
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE				OPTIONAL FORM 347 (REV. 2/2012) Prescribed by GSA/FAR 48 CFR 53.213(f)				

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013), is incorporated by reference. (See SF-1449, block 27a).

The following FAR clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

___ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of

Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- ___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ___ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (11) [Reserved]
- ___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (14) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jul 2013) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ___ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ___ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- ___ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ___ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ___ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

- __ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- __ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- __ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- __ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (34) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- __ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- __ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- __ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- _ X _ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- __ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- __ (ii) Alternate I (Mar 2012) of [52.225-3](#).
- __ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- __ (iv) Alternate III (Nov 2012) of [52.225-3](#).
- __ (41) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- _ X _ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (43) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- __ (44) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (45) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (46) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- __ (47) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#),

[10 U.S.C. 2307\(f\)](#)).

__ X __ (48) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (49) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (50) [52.232-36](#), Payment by Third Party (Jul 2013) ([31 U.S.C. 3332](#)).

__ (51) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (52)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

__ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

__ (7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

__ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (AUG 2013).

(xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of

FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this

option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (five) years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

The following DOSAR clauses are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .
(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and 1 copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(b).

American Embassy
Budget & Fiscal
Bul. Kneza Aleksandra Karadjordjevica 92
11000 Belgrade
Serbia

The contractor shall include the following statement on invoices submitted for payment "*Oslobodjeno plaćanja PDV-a po članu 24. st.1.16 pod tačka 1. Zakona o PDV*" ("Exempt from VAT under article 24, paragraph 1.16, item 1 on the Law on VAT").

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

(End of Clause)

652.237-71 IDENTIFICATION/BUILDING PASS (APR 2004)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

- (a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.
All official holidays of the Republic of Serbia.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the NEC Electrical Engineer.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from

having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use,

including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JULY 2013), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in the form of a copy of the excerpt from the Serbian Business Registry (Agencija za privredne registre) and a copy of the tax identification number certificate (PIB);

(3) List of clients over the past 2 (two) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Serbia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work. At a minimum, each quote/offer must contain the following:

- A solvency report from the National Bank of Serbia (Izveštaj o bonitetu za javne nabavke),
- A list of trained employees who will be performing the maintenance including copies of their qualifications and specific training certificates, and

- A list of the specialized tests/diagnostic/programming equipment for servicing elevators listed in Attachment 1 to be used for the maintenance.

(5) Your company's Dun & Bradstreet (DUNS) number

(6) Proof of registration in the System for Award Management (SAM)

(7) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(8) The offeror's strategic plan for sewer system and equipment maintenance services to include but not limited to:

- (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
- (b) Identify types and quantities of equipment, supplies and materials the offeror already possesses which are required for performance of services under this contract. Identify if the listed items and their condition are suitable for use for work under this contract. If the offeror does not possess the required equipment, explain how and when the items will be obtained;
- (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
- (d) (1) A copy of the Certificate of Insurance(s), **or**
(2) A statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
- (e) List of spare parts and suppliers of spare parts for elevators and proposals shall include a description of the firm's ability to obtain replacement parts and ability to perform specialized tests/diagnostic/programming equipment for servicing elevators.

Direct any questions regarding this solicitation in writing and in English exclusively. Email the questions to Zoran Djordjevic at BLG-Procurement@state.gov no later than close of business on April 10, 2014. Questions will not be accepted after this date. Answers will be posted on the Embassy web page where the solicitation is publicized. It is your responsibility to monitor the web page for any new information which may be posted until the solicitation response date.

Quotes may be submitted in electronic format. The electronic quote shall be submitted via email to BLG-Procurement@state.gov. The quote shall be in Adobe Acrobat pdf format. Attached files shall not be larger than 2MB and shall be named "(your company name)- Quote SRB10014Q0013 file x of x files.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an internet “search engine” (for example Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT (APR 1984)

The following Federal Acquisition Regulation solicitation provisions are provided in full text

52.216-27 Single or Multiple Awards. (OCT 1995)

The Government may elect to award a single delivery order contract or Task Order contract or to award multiple delivery order contracts or Task Order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.237-1 Site Visit (APR 1984)

- (a) A site visit has been scheduled for 10:00 on Wednesday, April 16, 2014.
- (b) Participants will meet at the U.S. Embassy service entrance, Jovana Marinovica bb, Belgrade.
- (c) In order to be admitted to the Site Visit, a Site Visit Registration form must be submitted by email to BLG-Procurement@state.gov to the attention of Zoran Djordjevic no later than 12:00 on Monday, April 14, 2014. No more than 2 persons will be admitted from each company.* The form is available for download from the Embassy web site at <http://serbia.usembassy.gov/solicitations.html> or you may request a copy of the form by email at BLG-Procurement@state.gov

NOTE TO INTERESTED VENDORS* – Due to security concerns, all offerors must contact the above US Government representative and register for the pre-proposal conference. On the date of the pre-

proposal conference, company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-proposal conference without prior notification will be denied entry.

Offerors should submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided on Standard Form 1449 or by emailing the questions to BLG-Procurement@state.gov with the subject line "Questions for solicitation SRB10014Q0007".

Attendees may also bring written questions to the proposal conference. If the answer requires research, there is no guarantee that the question will be answered at that conference.

No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

The following DOSAR provisions are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)(DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, C.W. Martin, at +381-11/706-4000. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

(End of provision)

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The offeror shall submit a completed solicitation, including Sections 1 and 5.

The Government reserves the right to reject proposals that are unreasonably low or high in price. The evaluation process shall include the following:

A. COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

B. TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of the items offered to ensure that they meet the required standards, and past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

C. REJECTION OF OFFERS. The Government reserves the right to reject an offer if one of the following conditions exists:

- 1) Offeror fails to submit any of the required proposal documents required by Section 3;
- 2) Offeror submits a cost/price proposal that cannot be adequately explained or substantiated;
- 3) Offeror submits an offer that could not be made technically acceptable without a major rewrite.

The Government intends to make award without discussions on the basis of initial proposals received. However, the Government may elect to make award with discussions if it is determined to be in the Government's best interest.

If the Government elects to make award with discussions, it reserves the right, before requesting a final proposal revision, to:

- 1) limit the number of offerors in the competitive range to the greatest number of proposals that will permit an adequate competition among the technically acceptable proposals;
- 2) make more than one competitive range determination;
- 3) conduct more than one round of discussions; and
- 4) conduct more than one round of proposal revisions.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

_____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *[Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for*

Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy

American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will

not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror _____ does _____ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror _____ does _____ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of

available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

___ Sole Proprietorship;

___ Partnership;

___ Corporate Entity (not tax exempt);

___ Corporate Entity (tax exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(5) *Common parent.*

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](#)(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

**ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>.]

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents	<input type="checkbox"/>	<input type="text"/>
(2) Individuals hired in the United States, regardless of citizenship	<input type="checkbox"/>	<input type="text"/>
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws	<input type="checkbox"/>	Local nationals: _____ Third Country Nationals: _____

Category	Yes/No	Number
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: Third Country Nationals:

(b) The contracting officer has determined that for performance in the country of the Republic of Serbia:

- ☒ Workers' compensation laws exist that will cover local nationals and third country nationals.
☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) Reserved.
(End of provision)